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Current Topics.

The Platform Ticket Case.

THE COUNTY court action by the Southern Railway against Sir C. G. LAMPSON, stated by their counsel to be a test case, involved some interesting points of law, and, on that ground, it seems a pity that the defendant let it go by default. The facts were simple. The defendant took a platform ticket at Victoria to see friends off by the Continental express to Folkestone Harbour. It is an express condition of such a ticket—though whether endorsed thereon does not appear in the report—that the holder shall not enter a train. The defendant in fact entered the express, and, failing to leave it before it started, was carried to Folkestone Harbour, presumably the first stop. He travelled back again the same way, but in each case declined to pay his fare. A further condition on the ticket was that if the holder entered a train and failed to leave it, he should pay the fare to where he was taken. The company sued and obtained judgment for both fares. If the claim was purely on contract, the defendant certainly had not contracted to be taken to Folkestone Harbour, because he had no wish to go there. If, however, he chose to enter the train, and so be carried to the harbour, he agreed to pay the fare. The plaintiffs did not invoke their bye-laws, so such cases as *Saunders* v. *S.E.R. Co.* (1880), 5 Q.B.D. 456, and *L.B. & S.C.R.* v. *Watson* (1878), 3 C.P.D. 429 and 4 C.P.D. 118, turning on the validity of a bye-law, are inapplicable. In *Butler* v. *M.S. & L. Railway Co.* (1888), 21 Q.B.D. 207, the plaintiff lost his ticket, and, on demand being made by the company's servant for the fare from the point of the train's original departure, refused to pay it, and was removed by force. It was held that such removal was unauthorised, and the company's proper remedy was to sue him in contract. There being no contract to carry the defendant to Folkestone, probably the plaintiffs' servants could have removed the defendant from the train as a trespasser, until it started. In the bye-law cases, *supra*, the point was successfully taken that the penalty was unreasonable, because for offences of equal criminality it varied according to the distance the train had travelled; this defence, however, would hardly be open in contract, the passenger *malgré lui* voluntarily taking the risk whether he should be carried three hundred miles or less than one before the next stop. In the absence of fault on the part of the railway company (for they were not bound to warn trespassers that the train was about to start) the claim for the return fare at least would seem unanswerable. See also *L. & N.W.R.* v. *Hinchcliffe* [1903] 2 Q.B. 132, as to waiver of trespass and fare *quantum meruit*.

Medical Confidences.

IN THE Divorce Court recently, before the President, a doctor raised objection to giving evidence of his patient's complaint, and stated that, as a matter of principle, he was prepared to go to prison for contempt of court rather than do so. Possibly this attitude would have been more impressive if he had not in fact been in possession of a written waiver of his privilege by his patient. The question whether professional secrecy should be broken in this way is of course recurrent, and exactly three years ago there was a similar case at Birmingham Assizes before Mr. Justice MCCARDIE, on which we commented, see 71 SOL. J. 626. That the law refuses to afford privilege to confidences between doctor and patient is beyond doubt, and, if a doctor hesitates to make full disclosure, it is the judge's plain duty to warn him of the consequences of refusal. On the previous occasion, a question was asked in Parliament, whether, having regard to the secrecy officially promised in the venereal clinics, the law should not be changed. Sir KINGSLEY WOOD, then Parliamentary Secretary to the Ministry of Health, replied: "There are very many difficult questions arising in connexion with this, and we propose to give the matter very careful consideration." It is perhaps needless to add that the effect of the matter having received very careful official consideration is exactly the same as if it had received no consideration whatsoever. In *R.* v. *Hay* (1860), 2 F. & F. 4, where a priest was committed for refusing to give an answer which he considered would violate his penitent's confidence, and therefore his own vows of office, the question is raised, happily a somewhat academic one in England in the twentieth century, whether a priest should not violate confessional for the safety of the State. Readers of ROBERT BROWNING will remember his fine poem, where the young woman sees her lover going to his execution on the information of her confessor. The Russian village popes had specific instructions to keep authority warned in this manner, which may partly account for the bitter hatred of the Orthodox Church by its Soviet rulers.

Adoption.

THE CASE of *re Carroll*, reported in *The Times* on 23rd July, was one of those in which Roman Catholics contend with Protestants for the control of a child—a not very happy display of Christian unity. The mother was Roman Catholic, and the dispute concerned her illegitimate girl child, born last year—hardly yet in a position, therefore, to understand the nature of the filioque clause or the true inwardness of transubstantiation. Soon after the birth, the child was baptised with Roman Catholic rites, but the mother took steps to transfer its custody to a Protestant adoption society, and signed a consent to its adoption by Protestants. On learning as to such steps, the priest who had baptised the child communicated with the administrator of a Roman Catholic institution, who persuaded the mother to request the return of the child. The adopters and the Protestant Society declined and the proceedings followed, in the form of *habeas corpus*. It was conceded by each side that, if the other won, the child would be in the hands of respectable and responsible persons. The choice was, however, between a Roman Catholic institution and a private home of Protestants, and, on that account, the latter prevailed. In his judgment, HEWART, L.C.J., observed

that there was probably never a time when the mere wish of the parent would have been allowed to supersede the real interest of the child, thus confirming the view that s. 1 of the Guardianship of Infants Act is, in this respect, merely declaratory of the previous law. *Re Agar-Ellis* (1878), 10 C.D. 49, may, perhaps, be quoted against this view, but even there it did not appear that the father's wishes in respect of his children's religion were definitely against their interest. Lord HEWART also remarked that the court was in no way concerned with the competing merits of different religious faiths. As a spiritual matter, no doubt this was a safe and judicious line to take —indeed, any other would have landed the court in a morass of theology where it might have been bogged for any length of time. As a temporal matter, however, should the court be entirely precluded from considering such competing merits? In Northern Ireland, for example, other things being equal, a little Protestant would have definitely brighter prospects, and in the Irish Free State a little Roman Catholic. Even the existence of a rich relative of a particular faith might be a relevant factor, since Jews and Roman Catholics especially have a decided tendency to leave their property to their co-religionists. And as the old lady observed, when taken to task by her clergyman for attending a Nonconformist festival: "Erroneous their doctrine may be, sir, but their sultana cake is excellent."

Expulsion from a School.

THE CASE of *Hunt* v. *Damon*, *The Times*, 19th July, ended in a judgment for the defendant with costs, a result which perhaps was not unexpected by professional readers of the reports of prior stages. The plaintiff was a pupil at the defendant's school, and the latter had expelled her. The plaintiff sued for libel in respect of letters written by the defendant to the plaintiff's mother, and also independently sought damages in respect of the expulsion. The jury found that the letters were not defamatory, but that, in expelling the plaintiff, the defendant had acted without reasonable cause. They assessed the damages at a farthing. HEWART, L.C.J., held that there was no evidence to justify the latter finding, but, even had there been so, that the action was misconceived, for, apart from breach of contract, such an expulsion was not a recognised legal wrong. The weakness of the case in this respect was apparent in its early stages. In effect, apart from contract with parent or guardian, the expulsion of a pupil may be regarded as similar to the expulsion of a guest by a host from his house for misconduct or alleged misconduct. During such expulsion the host might possibly be guilty of slander of his guest, or of false imprisonment or assault, giving rise to cause of action. If, however, the guest was told he was no longer welcome, and would be treated as a trespasser unless he departed immediately, it is submitted that a trespasser he would become if he tarried, and as such he could be treated accordingly. The injury done to him, if any, would be social and not legal. The three leading cases on expulsion from schools are *Fitzgerald* v. *Northcote* (1865), 4 F. & F. 656; *Hutt* v. *Governors of Haileybury College* (1888), 4 T.L.R. 623; and *Wood* v. *Prestwich* (1911), 55 Sol. J. 292. The first was an action by the pupil for assault and false imprisonment in the course of the expulsion. It was held that, the expulsion, if justified, would also justify all that the defendants had done, and COCKBURN, C.J., put questions to the jury accordingly. They, however, returned a general verdict for the plaintiff for £5. In *Hutt's Case* the father sued in contract, and the son for libel, slander, false imprisonment, and assault. Unfortunately the report is not a complete one, lacking judgment on the legal effect of the findings of the jury. *Wood* v. *Prestwich* was a pure action on the contract between the pupil's parent and the school authorities, and established the proposition that a schoolmaster may expel on his reasonable belief of misconduct after fair enquiry, though the belief may be erroneous. See also "Some Problems of Expulsion," 71 SOL. J. 242.

Criminal Law and Practice.

INTEMPERATE ADVOCACY.—A London evening paper reports the chairman of a provincial bench of magistrates as having referred to exhibitions of noise and temper during the hearing of cases at a recent session. He went on to say that shouting was not a necessity to efficient advocacy, and that he and his colleagues were determined that proceedings in their court should be conducted with proper dignity and decorum.

Allowance must always be made for a certain amount of heat in forensic battles, but real loss of temper is of course a sign of weakness. A quiet manner and a restrained temper are among the advocate's best qualifications, and anyone with a long experience of the courts will easily recall famous counsel who were most to be feared when they were deliberate, courteous and unruffled. The days when bullying, shouting and ill-temper paid are long past, if, indeed they ever existed outside the minds of *raconteurs* lamenting the days gone by, when, according to them, there were giants in the courts, of whom the present generation has no conception.

The preservation of dignity in court is not likely to be impossible so long as there is dignity on the bench, and it is not always necessary to resort to desperate measures to check intemperate displays on the part of over-enthusiastic advocates. Nothing cools an overheated advocate more quickly than a prosaic interruption to an unduly impassioned speech; there are plenty of good stories, well known to all lawyers, to illustrate this fact. But on the whole, we should be disposed to believe that manners, both of advocates and of the magistrates before whom they appear, are in general of an irreproachable standard. Instances such as the one to which we have referred must be rare, and due to some exceptional causes.

BIRCHING AND PROBATION.—Once again the Home Secretary has been questioned in the House of Commons as to the alleged practice of some benches of justices of punishing children by birching and at the same time putting them on probation. A recent question referred to it as an illegality; this it would undoubtedly be if the two methods were employed for one and the same offence, but it appears that legal accuracy is sometimes attained, where there are two charges against a a child, by ordering him to be whipped for the one and to be put on probation for the other.

Whether this is desirable, though lawful, is quite another matter. Most people, we should think, will agree with the recommendation of the Young Offenders Committee, with which Mr. Clynes associated himself in his recent answer, that whipping should not be associated with any other form of treatment. Many would go further, and hold that whipping of children, as a judicial punishment, is not justified by results and ought to be abolished, however desirable it may be that boys should be whipped at home or at school. Our own view is that the power to order a flogging should remain, because there are some cases which really demand it; but that it should be used sparingly, and never employed when the boy is about to be put on probation. If a lad is a hopeful probation case, why begin by punishing him? If it is expedient to suspend punishment for one offence, why inflict it for another? The two methods seem incompatible.

Mr. Henry Barlow Sandford, Solicitor, of Oakdale, Broomhall Park, Sheffield (of the firm of Rodgers & Co., Bank-street), a director of the Penistone and District Gas Company, of the Warminster Estate and of the Yorkshire Board of the British Law Insurance Company Ltd., left estate of the gross value of £82,782, with net personalty £81,119. He left £250 to his partner Herbert Bedford "in remembrance of our long and happy partnership," his household effects, etc., to his wife Eleanor, and during her life an annuity to his daughter Constance Armine Harvey and her husband, or the survivor. The residue of his property he left to his wife for life with remainder to his son Victor, subject to the payment by his son of £13,000 to his said daughter.

Distress Damage Feasant.

Some Impounding Problems.

I.

It would appear that, despite all the risks and disadvantages attendant upon the adoption of *distress damage feasant* as a means of getting satisfaction from the owner of trespassing cattle, there are a large number of agriculturists who adhere to their liking for that procedure, and the country solicitor is frequently called upon to advise in such matters—generally, be it said, when the distrainor finds himself in worse trouble that he would have been in had he not distrained at all. This is invariably to be accounted for by the fact that the distrainor is so rarely familiar with the perplexing technicalities arising out of *distress damage feasant* that he becomes very easily enmeshed in difficulties and in his efforts to disentangle himself he not infrequently gets involved in worse trouble. It seems a simple and attractive method of making your neighbour pay: but if half a dozen bullocks are found trespassing, and the nearest "pound" is a long way off, the average farmer will yield to the temptation to lock one up, and drive the others back only to discover later on that his security is worthless, since each animal is distrainable only for its own damage! That is merely a simple illustration of the sort of surprise that awaits the inexperienced distrainor.

The law governing *distress damage feasant* is of ancient origin—the Statute of Marlborough (1267) being the earliest statute relating thereto still unrepealed, but which dealt with a custom that had been recognised from time immemorial. It is sufficient for present purposes to go back to the Impounding of Distress Act, 1554 (1 & 2 Ph. and M., c. 12), which superseded the Statute of Marlborough and still governs the right to impound off the premises. The continuing virtue of the provisions of that statute was expounded in the Court of Appeal in *Coaker* v. *Willcocks* [1911] 2 K.B. 124, which case, incidentally, dealt also with fencing obligations generally as regards cattle.

The case had come, via the Divisional Court, from Devonshire. The plaintiff's sheep (Scottish "high-jumpers") had strayed from unenclosed land on Dartmoor where their owner had rights of common into a close belonging to the defendant, who impounded them in a pound situated more than three miles distant from the close where they were distrained. This, plaintiff alleged, was in breach of the provision of the statute of 1554, which enacts that no distress of cattle shall be driven out of the hundred, rape, wapentake, or lathe where the distress was taken "except it bee to a Pownde overte within the said Shyre not above three miles distante from the place where the said Distresse ys taken." He brought an action accordingly for wrongful distress. The defendant (whilst admitting an obligation to fence his land against *moorland* sheep, though not against high-jumping Scottish sheep) counter-claimed damages for trespass. The county court judge found that the pound was in the same hundred, though more than three miles away, and gave judgment for the defendant; this the Divisional Court affirmed, and the Court of Appeal, whilst (per Vaughan Williams, L.J., at p. 131) observing that the construction of the statute of 1554 was a little difficult, agreed that so long as the sheep were impounded within the same hundred the distress was properly carried out.

Three provisions of this old statute therefore remain good to-day. The first is that so long as the pound is within the hundred, distance does not count; the second that cattle impounded must not be distributed in different pounds to the expense and inconvenience of their owner; the third, that the fee for impounding shall not exceed fourpence per head. This fee is very much less than is habitually charged by pound-keepers, and it is an interesting question how far the owner of cattle taken *distress damage feasant* can be held responsible for charges in excess of the fourpence prescribed by the old statute. In these modern times the village pound, which was the common or manorial pound (the only pound in use in the reign of Queen Mary), has largely disappeared or fallen into disuse, its place being taken by pounds provided by local authorities under the provisions of the Town Police Clauses Act, 1847, s. 24 of which provides that—

> "if any cattle be at any time found at large in any street within the limits of the special Act, without any person having the charge thereof, any constable or officer of police, or any person residing within the limits of the special Act, may seize and impound such cattle in any common pound within the said limits, or in such other place as the commissioners appoint for that purpose, and may detain the same therein until the owner thereof pay to the commissioners a penalty not exceeding forty shillings, besides the reasonable expenses of impounding and keeping such cattle."

If the penalty and expenses are not paid within three days, the pound-keeper may proceed to give seven days' notice of sale on prescribed lines (s. 25) and to sell accordingly, rendering the balance, after all expenses have been deducted, to the owner. The same Act (s. 27) gives power to the local authority to purchase land and erect and maintain a pound thereon.

It will be observed that these provisions only relate to the impounding of stray cattle found *at large in any street* within the area of any particular township which has a special Act incorporating the Act of 1847. It would be interesting to know what the position would be if cattle found trespassing on land in the occupation of a farmer were driven by the distrainor to a pound provided by a local authority where the charges were in excess of the fourpence per head allowed by the statute of 1554. Presumably the distrainor would be legally entitled to drive them to such a pound, provided it were in the same hundred or within three miles of the land upon which they were taken; but who would be responsible in such case for charges beyond the legal fourpence a head? As to that, there does not appear to be any authority, so that the distrainor himself may prove to be liable! It is equally uncertain what, if any, satisfaction the distrainor can recover in respect of damage done to his crops by the impounded cattle. If these can be driven to a village or manorial pound they will, according to ancient custom, be detained by the pound-keeper there until satisfaction has been accepted by the distrainor and the legal charge has been paid, or until the owner has bailed them to start an action of replevin.

(To be continued.)

Marine Insurance: Broker's Lien.

Formerly a broker who had effected a policy of marine insurance had at common law, when his immediate employer was the principal, a lien on the policy for unpaid premiums. This rule is now incorporated in the Marine Insurance Act, 1906, where it is provided in s. 53, sub-s. 2, that: "Unless otherwise agreed, the broker has, as against the assured, a lien upon the policy for the amount of the premium and his charges in respect of effecting the policy; and where he has dealt with the person who employs him as a principal, he has also a lien on the policy in respect of any balance on any insurance account which may be due to him from such person, unless when the debt was incurred he had reason to believe that such person was only an agent." The terms of the above sub-section are, in themselves, perfectly clear and admit of no ambiguity; but difficulty may well arise with regard to particular sets of facts where the question in dispute is whether or not the broker was aware that the person with whom he was dealing was a principal or merely an agent. There is further the case of a broker who, in the honest belief that he is effecting the policy on behalf of a principal, holds

it by way of lien in respect of an account owing, and then parts with possession of the policy. What is the position if he subsequently resumes possession of the policy when, before so doing, he has acquired the knowledge that the person who he believed to be a principal was merely an agent? Does his (the broker's) lien revive on his regaining possession of the policy? or has he no rights as against the real principal? Until quite recently there was no express authority on this important point, though the question has received consideration in one or two text books on the subject. A very direct and exhaustive reference to the matter was made by a great American authority, Judge DUER, in his second volume on "Marine Insurance" (1846). He says, at page 290, that: "It has, however, been determined that where a policy, that the agent has surrendered, comes again into his possession, his lien is revived in all its original extent. But it must be understood as a necessary condition of this revival, that the policy when restored to his possession, remains the property of the principal who is his debtor . . . So the general lien of a sub-agent for claims against his immediate employer, whom he considered as the principal, it is probable, would be held not to revive, if when the policy, with the possession of which he had voluntarily parted, comes again into his hands, he knows, or has reasonable grounds to believe, that his employer was himself a naked agent, having no interests of his own that were meant to be protected by the insurance. It would be inequitable, in such a case, to revive the lien to the prejudice of the party really assured." The same view is expressed in "Arnould on Marine Insurance," 11th ed. (1924), s. 134, where it is said that if, when the policy came again into the broker's hands he knew, or had reasonable grounds to believe, that his immediate employer was a mere agent (he having been ignorant of the fact when he before held the policy), it seemed that his general lien for the balance of his insurance account with his immediate employer would not revive with the re-possession of the policy as against the claims of the party really assured. The only authority in which any material supporting the statements in the text books can be found, material, indeed, on which the text-books rely, is *Levy* v. *Barnard*, 8 Taunt. 149; 2 Moo. 34. That case was actually decided on the fact that payments on account had discharged the lien, and the judgments made no reference to any general lien. In the judgment of PARK, J., however, there appears a passage on which one may, perhaps, be entitled to base certain assumptions. He says (2 Moo. 42) that: "In this case, before he got back the policy, Spitta, Molling & Co. possessed it, who were fully entitled to it, and when it was returned to him, he knew that the plaintiff was the owner." It certainly does appear remarkable that until this year there has been no decision directly in point on this interesting matter which must surely have fallen to be considered on many occasions. On the 15th January, 1930, a definite ruling was given by WRIGHT, J., in the commercial case of *Near East Relief* v. *King Chasseur & Co.*, L.R. [1930] 2 K.B. 40. The plaintiffs, an American corporation, were interested to the amount of £625 in seven cases of goods shipped by them in the steamship "Braga" in November, 1926, from Beirut to New York. By a policy of marine insurance effected by the defendants, who were insurance brokers, at the request of the Marine and General Insurance Agency, acting on behalf of the plaintiffs, the Argonaut Marine Insurance Company insured the plaintiffs for £625 on the seven cases against perils of the sea. The policy was in the ordinary form, and in the names of the defendants and other persons. The cases were lost by reason of the perils insured against. The plaintiffs claimed delivery up of the policy, alleging that the defendants had refused to deliver it to them but claimed it as their own property. They, the plaintiffs, claimed a declaration that the insurance was effected by the defendants on their behalf, and that the policy was their property. The defendants admitted that they had effected the policy, but said that it was made with them as brokers for the Marine and General Insurance Agency. They, the defendants, claimed that they had a lien on the policy in respect of premiums owing to them on a general insurance account by the Agency. In January, 1928, the defendants had sent the policy to the Argonaut Marine Insurance Company, and it had been returned to them on the 8th April, 1928. WRIGHT, J., in the course of his judgment, said that it was perfectly clear that, whatever the state of mind of the defendants might have been when the policy was effected in 1926, in January, 1928, they knew quite well that the Marine and General Insurance Agency were concerned in the transaction merely as agents. After referring to the material section of the Act of 1906 and to the authorities and text-books, his lordship held that when possession of the policy was resumed by the defendants the position was subject to their then state of knowledge, which, on the evidence, was that they then knew that the Agency were agents only. He was of opinion that the same knowledge which, under the statute, would defeat the establishment of a lien when first possession was obtained was equally effective to defeat it when possession was resumed after possession had been parted with. An early American authority seems to come somewhere near to the point (*Spring and Sons* v. *South Carolina Insurance Company*, (1823), 8 Wheat. 268). LIVINGSTONE, J., in that case, said: "If, while a policy is out of the hands of the insurance broker, as was the case here, it is assigned for valuable consideration and *bona fide*, it would be unjust, on its returning to his possession, to revive encumbrances, of which the assignee could have had no notice." That is, a charge created while the policy is out of the broker's possession affects the revival of the lien on his regaining possession. In the recent case before WRIGHT, J., the knowledge of the defendants that the plaintiffs and not the Agency were the principals may be likened to a charge which would defeat the defendants' lien on their resuming possession of the policy. Happily, the point is now free from doubt, and affords an additional protection in insurance transactions, and the section of the Act might well be amended to incorporate this important decision.

Company Law and Practice.

XXXIX.

REGISTER OF MEMBERS AND DEBENTURE-HOLDERS.

THE register of members of a company registered in England differs from the register of members of a company registered in Scotland in that in the case of the former the company is expressly prohibited by statute from entering on the register notice of any trust, expressed, implied, or constructive. Scotland is outside this prohibition, which is contained in s. 101 of the Companies Act, 1929, and it is the practice there to make entries in the register with regard to trusts. In England, especially in the case of the death of a member, entries are frequently made showing who are the executors, but under the ordinary form of articles, the executors are entitled to be entered in the register under their own names, without any qualification, as, for instance, by putting their names and then adding "personal representatives of X," or any similar qualification. This appears clearly from *Re T. H. Saunders & Co., Ltd.* [1908] 1 Ch. 415, where a company refused to register the executors of a deceased member in their own names without adding the words "executors of X, deceased." Warrington, J., held that the executors were entitled to be registered with a clean title without qualification, and further indicated that in his opinion they were entitled to be entered in the register in such order as they thought fit. Joint holders of shares may also change the order in which their names appear on the register so as to enable them to exercise their voting power as effectually as possible. In *Burns* v. *Siemens Brothers Dynamo Works, Ltd.* [1919] 1 Ch. 225, two persons were registered as the holders of a preponderating block of shares in a company in their joint names,

but their names were entered in the same order in respect of all their shares. Among the articles of the company was one which provided that if more persons than one were jointly entitled to a share, the person whose name stood first on the register of members, as one of the holders of the share, and no other, should be entitled to vote in respect thereof. Another article provided that a member entitled to vote might appoint any other member entitled to vote as his proxy in voting at any poll. Thus the first-named holder of these shares, and only he, could vote, and his co-owner could not vote and could not be appointed a proxy; the result being that if the first-named holder was absent the votes of this large block of shares could not be exercised. Accordingly, the co-owners requested the company to split the holding into two, their names being registered in the reverse order in the two holdings. This the company refused to do, and an action was accordingly brought against it by the co-owners. Astbury, J., made an order for the alteration of the register as desired by the joint holders, on the ground that the position as it then existed was inconsistent with their right of property in the shares.

A question not entirely dissimilar from that raised in *Re T. H. Saunders & Co., supra*, has recently been considered in *Edwards* v. *Ransomes & Rapier, Ltd.* [1930] W.N. 180, which, however, differed in that the register concerned was a register not of members of the company, but of debenture-holders, kept in pursuance of one of the conditions on which the debentures were issued. In this case A was the registered holder of debentures; by his will he appointed B executor and gave his residue (which included his debentures) equally between B and his wife. On production of the probate the company entered in the register the death of A and the fact that B was the executor. Subsequently, the debentures were appropriated to B's share of residue, and he thereupon called upon the company to enter his name personally in the register.

The company, relying on one of the conditions of the debenture that every transfer must be in writing under the hand of the registered holder or his legal personal representative, refused to enter B's name unless he executed a transfer in favour of himself. This he refused to do, and the company cancelled the registration of Edwards as executor. Thereupon B brought an action for a declaration that the company was bound to register him as a debenture-holder, and an order on the company to effect such registration.

The plaintiff was granted the relief he sought, on the ground, so far as one can tell, that, on the death of A, and the acceptance by the company of the probate as evidence that B was the executor of A, the company was bound to enter B's name in the register without qualification, presumably by analogy with the case of *Re T. H. Saunders & Co., supra*. Thus one step was held sufficient instead of two. It may be that the company in taking up the attitude it did was influenced by s. 63 of the Companies Act, 1929, which says that a company may not register (*inter alia*) a transfer of debentures unless a proper instrument of transfer has been delivered to the company (this was probably aimed at evasion of stamp duty), provided that that is not to prejudice any power of the company to register as debenture-holder any person to whom the right to debentures has been transmitted by operation of law. It might be said that B in this case had not, at the date when he asked to be registered, a right transmitted by operation of law, but by the will: the answer to this, however, is that his right as executor had not been merged by the appropriation, and that as executor he was entitled to a clean entry in the register.

(To be con'inued.)

DRUNK IN CHARGE OF A CAR.

Mr. Reginald Rupert Ramuz, of Leigh-road, Leigh, a Southend solicitor, was, says *The Times*, fined £10 at the Southend Police Court for being drunk in charge of a motor car.

A Conveyancer's Diary.

Collateral Agreements in Contracts for Sale of Land.

A case of some interest and importance with regard to contracts for the sale of land is *Lawrence* v. *Cassel* (1930), W.N. 137; 74 Sol. J. 421. The defendant entered into a written agreement, dated the 20th January, 1928, to sell to the plaintiff a freehold plot of land together with a dwelling-house which was then in course of erection thereon. The defendant agreed to complete the house in accordance with certain plans and specifications and to execute certain works and put in certain sanitary fittings. On the 10th May, 1928, the defendant executed a deed of conveyance of the premises to the plaintiff. The conveyance did not mention the obligations of the defendant under the agreement to complete the building of the house, and to execute the works specified in it. A few days after the conveyance the plaintiff went into possession and shortly afterwards had to complain that the house had been so badly constructed that the water came in through the walls and windows, causing damage to his furniture. The plaintiff brought the action for damages for breach of contract, alleging that the house had not been erected in an efficient and workmanlike manner, and that proper materials had not been used as provided in the written agreement for sale and purchase. The defendant pleaded that all the terms and conditions of the agreement had become merged in the conveyance, and that the agreement was therefore not enforceable. The plaintiff contended, on the other hand, that the agreement to complete the house was collateral to the agreement for sale and remained enforceable after completion of the purchase and conveyance to the purchaser.

At the trial of the action at Manchester Assizes, Swift, J., gave judgment for the plaintiff for £150 damages, and the Court of Appeal affirmed that decision.

The general rule is that in the absence of fraud a purchaser has no right of action after conveyance in respect of any misdescription or breach of warranty contained in the contract, and that the terms of the contract cannot be considered at all except to explain any ambiguity or resolve any doubt concerning the construction of the operative part of the deed.

In *Leggatt* v. *Barrett* (1880), 15 Ch. D. 306, James, L.J., stated the law as follows: "I think it is very important, according to my view of the law of contracts, both at common law and in equity, that if parties have made an executory contract which is to be carried out by a deed afterwards executed, the real completed contract between the parties is to be found in the deed and that you have no right whatever to look at the contract, although it is recited in the deed, except for the purpose of construing the deed itself."

That was a case arising, out of the sale of the goodwill of a business, but the same principle applies when the contract is for the sale of land.

Thus, in *Joliffe* v. *Baker* (1883), 11 Q.B.D. 255, a vendor of real property, during the negotiations for the sale, made a representation to the purchaser, *bona fide* and believing it to be true, that the pieces of land sold contained three acres, whereas in truth they contained a less quantity. After conveyance the purchaser measured the land and discovered what the true acreage was. In an action claiming compensation for misrepresentation it was held that the purchaser could not recover after completion in the absence of fraud on the part of the vendor. In that case, however, although in the course of the negotiations the property was stated to contain "in all three acres," in the written agreement, subsequently entered into between the parties, the expression used was "containing by estimation three acres or thereabouts," and it was held that, in fact, there had been no misrepresentation, or breach of warranty.

Again, in *Greswolde-Williams* v. *Barneby* (1901), 83 L.T. 708, the facts were that in a contract for sale of a mansion-house and land the vendor contracted and warranted that the house was in first-class order as to drainage and otherwise. After conveyance the purchaser found out that the drainage was in a very bad state and in every respect contrary to the statements contained in the contract. The purchaser having brought an action for damages, it was held that he could not recover. In the course of his judgment Wills, J., said: "It seems to me that all matters connected with the description and with the warranty, if one exists, as to anything relating to the particular subject-matter of the conveyance are put an end to by the contract of conveyance afterwards entered into."

The rule so stated does not, however, apply to an agreement between the parties which is independent of and collateral to the agreement for sale.

The leading authority on that point is *Palmer* v. *Johnson* (1884), 13 Q.B.D. 351.

In that case the plaintiff had purchased, at a sale by auction, property belonging to the defendant described in the particulars of sale as producing a net annual rental of £39, and one of the conditions of sale was "if any error misstatement or omission in the particulars be discovered the same shall not annul the sale, but compensation shall be allowed by the vendor or purchaser as the case may be." After conveyance it was discovered that the rental of £39 was a gross rental and that the net rental was considerably less. At the trial the jury found that there was no fraud.

The plaintiff succeeded in the court below, and in the Court of Appeal on the ground that the agreement for payment of compensation was intended to continue after conveyance and was collateral to the agreement for sale, and there was no merger because the conveyance was intended to cover only a portion of the ground covered by the contract.

It is clear from the judgments in the Court of Appeal that the question is really one of the intention of the parties. Bowen, L.J., summed up the law very plainly as follows (at p. 357): "Now it is commonly said that where there is a preliminary contract for sale which has afterwards ended in the execution of a formal deed, you must look to the deed only for the terms of the contract, but it seems to me one cannot lay down any rule which is to apply to all such cases, but must endeavour to see what was the contract according to the true intention of the parties. Supposing the parties should make a parol contract with the intention that it should afterwards be reduced into writing and that which shall be reduced into writing shall be the only contract, then of course one cannot go beyond it; but if they intend, as they might, that there should be something outside such contract, they might agree that that should exist notwithstanding it was not in the contract which was put into writing. In the same way, when one is dealing with a deed by which the property has been conveyed, one must see if it covers the whole ground of the preliminary contract. One must construe the preliminary contract by itself and see whether it was intended to go on to any and what extent after the formal deed had been executed."

In a later case, *Saunders* v. *Cockerill* (1902), 87 L.T. 30, the facts were very similar to those in *Lawrence* v. *Cassel*.

There, a purchaser agreed to buy a house which was in course of erection and the vendor agreed to supply and fix certain drains, stoves, fixtures, etc., and complete the house in a proper and workmanlike manner. The purchase was completed and a conveyance to the purchaser executed. In an action for damages by the purchaser in the county court it was found that the house had not been built and completed in all respects in accordance with the agreement, and that there were defects which the purchaser could not have discovered until after the conveyance and judgment was given for the plaintiff. On appeal the judgment was affirmed.

The question as to whether a right of action for breach of the contract will survive after conveyance depending, as it does, upon the intention of the parties, it is not always easy to determine whether an action will lie or not in any particular case. It appears to turn on the nature of the obligations undertaken and whether they are such as it may reasonably be inferred that the parties did not intend them to cease upon the execution of the conveyance.

What has been said applies to implied contracts or obligations as well as to those which are expressed in the agreement between the parties. Thus, in *Clarke* v. *Ramuz* [1891] 2 Q.B. 456, it was held that a purchaser could, after conveyance, sustain an action against the vendor for a breach of trust in not taking reasonable care to preserve the property pending completion.

Amongst other agreements which are regarded as collateral and will be presumed from their nature to be intended to survive the conveyance, although not referred to in it, may be mentioned agreements to make and repair roads, fences and the like, to pay a proportion of current outgoings up to completion (at any rate where the contract expressly provides for it) and to observe restrictive covenants.

Landlord and Tenant Notebook.

Drains.

The parsimonious tenant who has taken a house and signed the lease without consulting solicitor or surveyor will often find that he has "spoiled the ship for the sake of a ha'porth of tar"; and the meaning of this expression is perhaps most forcibly brought home to him when drains go wrong. He may make claims against his landlord, and be met with the answer that there is nothing about the matter in the lease; and his landlord may make claims against him, based on what *is* in the lease.

In the second half of the last century a whole series of cases illustrated the weakness of the position of the tenant who relied on verbal statements as to drains, etc., made before he signed a document in which they were not incorporated. Most of these cases, it is true, turned upon the question whether the statements were fraudulent or innocent misrepresentations; at least one case might have had a different result if the tenant had alleged that the representation, though innocent, amounted to a collateral warranty, as was done in *De Lassalle* v. *Guildford* [1901] 2 K.B. 215; C.A. This case shows that the landlord or landlord's agent who, at the time of the signing of the lease makes an untrue statement, but for which the tenant would not have signed, cannot get off scot free. But before this decision we had *Bartram* v. *Aldous* (1886), 2 T.L.R. 237, in which the tenant failed because he could not show that the statement to the effect that "drains and water were perfect" was false to the landlord's knowledge, or made recklessly not caring whether it was true or false; *Saunders* v. *Pawley*, *ibid.*, p. 590, was to the same effect, with the added difficulty that there was nothing to show that the statement was false at the time when it was made; *Butler* v. *Goundry* (1887), T.L.R. 711, in which it was found that the statement had been honestly made; *Burstal* v. *Bianchi* (1891), 65 L.T. 678, again a case of innocent misrepresentation; *Longman* v. *Blount* (1896), 12 T.L.R. 520, in which a letter was relied upon, but held not to be a warranty. In *Green* v. *Symons* (1897), 13 T.L.R. 301, C.A., a verdict awarding the plaintiff £50 damages on a finding of warranty as to dryness was set aside by the Court of Appeal. In this case the alleged warranty was held on appeal to be a mere innocent misrepresentation; in *Longman* v. *Blount* no attempt was made to base a claim on breach of warranty; and the Court of Appeal, when delivering judgment in *De Lassalle* v. *Guildford*, expressed some doubt as to whether the decision was correct. Be that as it may, it is clear that the tenant whose lease is

silent on the subject of drains will always have a formidable task in obtaining redress against his landlord.

The alternative remedy to damages, namely, rescission, was applied in the case of *Whittington* v. *Seale-Hayne* (1900), 82 L.T. 49, when the lease of premises used as a poultry farm was rescinded on the ground of innocent verbal misrepresentations as to drains and state of repair; but this remedy is not altogether satisfactory, for, apart from having to quit, the tenant can only claim an award in respect of rights and obligations actually created by the contract he asks to be rescinded; in the case mentioned rents, rates and repairs were taken into consideration, but nothing awarded in respect of lost stock, loss of profits on sales, removal expenses, etc. And since the decision in *Angel* v. *Jay* [1911] 1 K.B. 666, when it was held that an *executed* lease cannot be rescinded on the ground of innocent misrepresentation, the authority of *Whittington* v. *Seale-Hayne* is very much open to doubt.

Cases in which the landlord is able to take the offensive are those in which the tenant's repairing covenant applies, or in which the local authority has ordered repairs to be executed, or constructed a drain, and the lease contains a tenant's covenant to pay outgoings. Several examples of serious expense thus occasioned to imprudent tenants have emphasised the folly of signing leases without competent advice. In *Stockdale* v. *Ascherberg* [1904] 1 K.B. 447; C.A., though the term was only three years and the annual rental £55, the tenant was called upon to pay £83 10s. "outgoings" in respect of drainage. A similar misfortune overtook the tenant in *Re Warriner: Brayshaw* v. *Ninnis* [1903] 2 Ch. 367.

The only occasions on which a tenant has succeeded in resisting such a claim has been when the covenant was at variance with a covenant to repair the exterior entered into by the landlord; the court, construing the document in favour of the grantee, ruled that the covenant to pay outgoings must be read as if the words "except such as are by this lease imposed upon the landlord" had been added: *Howe* v. *Botwood* [1913] 2 K.B. 387. Somewhat similar was the case of *Henman* v. *Berliner* [1918] 2 K.B. 236, in which the tenant had taken the house on condition that the landlord should put the drains into repair; when a nuisance arose from drains and was rectified by the landlord pursuant to a nuisance order, it was held that neither the covenant to pay outgoings nor the repairing covenant availed the landlord, to whose default the trouble was due.

Our County Court Letter.

THE CONTRACTS OF DOMESTIC SERVANTS.

THREE recent cases indicate that the contracts of domestic servants cannot be broken with impunity, if the mistress cares either to defend or to enforce her rights. In *Allen* v. *Morley*, at Bournemouth County Court, the plaintiff had been in the defendant's employment for five years as a cook-housekeeper at £1 a week, and in April, 1930, she went to London to nurse her stepmother, having found a daily servant to take her place in the meantime. The defendant asked her to return in a few days, but the plaintiff could not promise to do so, and she afterwards wrote that, as her step-mother was not so well, she would let the defendant know when she was returning. The plaintiff eventually received a letter of dismissal, by reason of which she was unemployed for a month, and therefore claimed damages for wrongful dismissal. The defendant's case was that her permission was not asked for the visit to London, as the plaintiff had made her own arrangements, and was told that she could only have from Friday until Tuesday, or her place could not be kept open. His Honour Judge Hyslop Maxwell held that the plaintiff had not made out her case, and the claim therefore failed.

In *Hastings* v. *Butcher*, at Woodbridge County Court, the plaintiff claimed £2 18s. 4d., being a month's wages by way of damages for the defendant's breach of contract in leaving without notice. The plaintiff, having engaged the defendant as a cook-general at £35 a year on the 14th May, went away on the 17th May for a fortnight, but the defendant left on the 19th May. The plaintiff's daughter stated that the first she knew of this was when she discovered a note from the defendant stating that the conditions were not what she was used to. The daughter denied that she was sarcastic to the defendant, or that she refused to talk to her, or that she had ordered her to work in the garden against her will. The defendant's case was that she was led to believe she was going to a small and comfortable house, with everything (including cooking) done by electricity, and plenty of good food. She objected to (1) the kitchen, which contained two stoves, two sinks, a water softener, and no mat on the brick floor; (2) taking her plate to the dining room to be served; (3) being asked if her glasses suited her, as she had missed some dirt in the kitchen. His Honour Judge Chetwynd Leech held that the defendant's conduct was unjustifiable as she did not give the place a reasonable trial, nor had she made a complaint, so as to give the plaintiff a chance to remedy matters. Judgment was therefore given for the plaintiff, with costs.

In *Wallers* v. *Blackwell*, at St. Albans County Court, the claim was for £3 10s. as damages for breach of contract. The plaintiff had employed the defendant as a housemaid, but had had occasion to complain of her returning late at night, and eventually the plaintiff gave the defendant a month's notice in writing. The defendant chose to leave the next day, but the plaintiff had been unable to replace her, and therefore claimed a month's wages. The defendant's case was that (1) she should have been approached personally, and not by letter; (2) she had been unfairly treated, as no complaints had been made in reference to the late hours of the other servants; (3) it was unreasonable in the circumstances for the plaintiff to expect her to work out her month's notice. His Honour Judge Hargreaves gave judgment for the plaintiff for the amount claimed. Reference should also be made to the Practice Note in our issue of 18th January, 1930 (74 SOL. J. at p. 38).

Practice Notes.

THE RIGHTS AND LIABILITIES OF CARAVANNERS.

THE danger of a prolonged rest at one spot was recently illustrated at Alford in the test case of *Mablethorpe and Sutton Urban District Council* v. *Cant*. The case for the complainants was that a structure on wheels had been brought into Mablethorpe in 1927, and in 1928 the defendant had added a verandah resting upon trestles and a post, fixed in the ground, while steps led down to a square slab of concrete. In March, 1930, there was a further wooden addition, which was fastened to the original with nails and iron strapping, and it was contended that, by reason of the demolition necessary for removing, the caravan had become a building. No plans had been submitted for the alterations, and a breach of the bye-laws had therefore been committed. The defendant's case was that, if he was in the wrong over the recent addition, he had been equally wrong in erecting the verandah in 1928. The complainant's failure to act on that occasion constituted a waiver of the bye-laws, but the latter could not in any case apply to these additions, as no building existed in law at the time of the alleged offence. Moreover, a conviction would produce the extraordinary result that, although the structure was held to be a building, yet it would not be rateable, and the submission was therefore made that, as the structure could still be moved, it was only a caravan. The bench held that there had been a breach of the bye-laws, and inflicted a nominal fine of 10s. It transpired that in Mablethorpe there were about 200 similar dwellings, of which not more than

half a dozen had ever been moved, and that the neighbouring district of Cleethorpes had removed its caravans by Act of Parliament.

THE DEFINITION OF A MOTOR SHOW.

THE above subject was recently considered at Truro, in *Osborne* v. *Reed*, in which the defendant was charged with unlawfully using a limited motor trade plate. The complainant's case was that a lorry had been taken to Redruth to the Royal Cornwall Show, which was an agricultural exhibition, and not a motor show or place where motor vehicles were "usually or periodically" offered for sale, as laid down in the regulations. The lorry should therefore have borne a general trade plate, the licence for which costs £25, instead of a limited trade plate, obtainable for £5 only. The defendant's case was that his firm had twenty cars at the Royal Cornwall, and that this and other local shows were places at which cars were periodically offered for sale. Corroborative evidence was given that, for many years, motor traders had had stalls at the show for exhibiting and selling cars, and it was pointed out that a conviction would have the effect of preventing traders from exhibiting at the local shows, by reason of the extra cost of general trade licences. The chairman, Mr. R. Whitworth, observed that there was some doubt as to the scope of the regulation, but the use of the word "or," and the evidence of past practice, had induced them to decide in favour of the defendant.

Reviews.

The Law of Valuation in Scotland. By C. W. GRAHAM GUEST, Advocate and Barrister-at-Law. Demy 8vo. pp. xxxi and (with Index) 300. Edinburgh and Glasgow: William Hodge & Co., Ltd. £1 5s. net.

During the recent hearing of the large group of de-rating appeals, first in the Divisional Court, and afterwards in the Court of Appeal, reference was continually made to the decisions of the Valuation Appeal Court in Scotland on the many vexed questions raised by the De-rating Act. Our judges naturally asked for information as to the constitution of the Scottish Court and as to the procedure in use in Scotland for arriving at the rateable value of different kinds of property, and they were not a little surprised to find that instead of four or possibly five appeals which are competent in England, there are two only in Scotland—first, to the Valuation Committee and then to the Valuation Appeal Court, the decision of the latter tribunal being final. Had the present work been available in time, the English courts would have had all the information in clear and concise form regarding valuation procedure in Scotland for which they were asking. Mr. Graham Guest's volume sets forth very clearly the various steps taken to fix the valuation of different kinds of hereditaments, or heritages, to use the Scottish expression—the appointment of the assessor, that is the official who acts on behalf of the county council and burgh magistrates in making up the valuation roll; the method of appealing to the Valuation Committee; and the procedure followed in appeals to the Valuation Appeal Court which is constituted of three judges of the Court of Session. Later chapters deal with, *inter alia*, the subjects which fall to be entered in the valuation roll; the mode of ascertaining annual value; the rateable value and de-rating. These various matters are dealt with at length and with great lucidity, and, although intended chiefly for Scottish practitioners, the work will repay consultation by English lawyers concerned with rating matters. There is a full index in which we find the entry "Unum quid," an expression which seemed to tickle the members of our Court of Appeal when they first encountered it in the reports of the Scottish de-rating cases.

Trial of Motor Car Accident Cases. By ANDREW DEWAR GIBB, Barrister-at-Law and Advocate of the Scots Bar. pp. vi and 348. London; Sweet & Maxwell, Ltd., and Stevens & Sons, Ltd. 20s. net.

This is an adaptation of an American work constructed on ingenious lines and packed with useful hints for the young advocate called upon to conduct motor car accident cases. The various classes of witnesses to be examined and cross-examined are arranged alphabetically and specimen questions applicable to each are printed along with instructive observations both as to fact and law. Page after page, for example, is devoted to the driver of the car, his qualifications, the car he has been driving, the condition of the road, its width, the traffic encountered, the accident giving rise to the action and the circumstances attending it, the injuries of the person suing, and the damage to car, etc. These various questions may readily be altered to suit individual cases. Mr. Dewar Gibb has ably carried out the adaptation of the work for English lawyers by the citation of English authorities and adding numerous references to the treatise of which he is part author, namely, "Roberts and Gibb's Law relating to Collisions on Land." There is a very full index, but we should have liked to see also a Table of Cases cited.

Books Received.

Rating and Valuation Acts, 1925 to 1929. Sixth Series of Representations made to the Minister of Health by the Central Valuation Committee and circulated by the Minister to Local Authorities. 1930. H.M. Stationery Office. 3d. net.

In Lighter Vein.

THE ROPE OF YORE.

The other day Sir Herbert Neild, K.C., at the Middlesex Sessions, reminded a prisoner accused of stealing a mare that formerly he would have been hanged.

Even before the dock became the object of sympathy which it is to-day it was felt that such a sentence was a little hard. The argument for capital punishment was much the same then as now. It is summed up in the bland assurance of the judge to the man he was sentencing that he was "not hanging him for stealing a horse but that horses should not be stolen."

The practice of passing the sentence required by law, but which the judge never intended to be carried out, was an uncertain and illogical remedy and sometimes almost resulted in literally frightening the prisoner to death.

In such a case a woman once alarmed Lord Kenyon by collapsing in the dock. "Good woman! Good woman!" he cried in distress. "I don't mean to hang you! I don't mean to hang you! Will nobody tell her I don't mean to hang her?"

LEGAL EXPANSION.

The Court of Appeal's consolidated judgment in the batch of derating cases before it, will add bulk and weight to the year's reports. If the same method could be applied to all Acts of Parliament, years of speculative uncertainty might be saved. The remark of a French barrister that the absurdities perpetrated by the legislature are a delicate compliment to the intelligence of the judges applies very well over here.

Meanwhile, from the seed of uncertainty, a rich harvest springs continually for the provident specialist who is known to have made this statute or that his particular study. And while the Statute Book swells, the reports must grow in proportion. Perhaps eventually exhaustion will drive our reporters to the miraculous brevity of *Lillcott* v. *Compton* in 2 Vernon 638, which is accounted for in nine words: "Plate shall pass by a devise of household goods."

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

The Contracts of Domestic Servants.

Q. 1975. We have been instructed to appear in the local county court for a mistress who is claiming damages for breach of contract, or in the alternative, one month's wages in lieu of notice, from a domestic servant who left her employment without notice after serving nine days. We think we have read notes on cases of this nature in your journal during the last year or two, but on searching we have failed to find any of them. We shall be greatly obliged if you will inform us if any such cases have been reported in your journal, and, if so, on what pages, and also whether they have been reported elsewhere.

A. Two cases of this nature were reported in a Practice Note under the above title in our issue of the 18th January, 1930 (74 Sol. J. 38), and another was reported in a County Court Letter entitled "Termination of Service Contracts" in our issue of the 26th January, 1929 (73 Sol. J. 56). These were county court cases not reported elsewhere, and the effect of the decisions raises a doubt as to whether the questioner's client will succeed in recovering a month's wages in lieu of notice. She should recover damages for breach of contract, however, and evidence should be available of the actual or estimated expenses incurred in registry office fees, newspaper advertisements and fares paid to unsuccessful applicants for the position. Special damage of this nature will be a more satisfactory basis for the plaintiff's case than a claim for general damage for inconvenience and disclocation of the household routine. Reference should also be made to *George* v. *Davies* [1911] 2 K.B. 445, though the facts were somewhat different from the above.

Effect of New Zealand Adoption Order.

Q. 1976. By order of adoption under s. 16 of the Infants Act, 1908, of New Zealand, the stipendiary magistrate on the 3rd March, 1928, made an order of adoption of an infant in favour of clients of ours then living in New Zealand. Our clients and the child are British subjects. Our clients have returned to this country bringing the baby with them, and it is their intention to remain here. Does the order obtained in New Zealand give the child all benefits of adoption in this country (including one per cent. legacy duty), or is it necessary to make an application to the court here for adoption?

A. The adoption order cannot be registered in the High Court in this country (under R.S.C., Ord. XLIA), as it is not a judgment whereby any sum of money is payable, neither can it be re-sealed like a probate, as the Adoption of Children Act, 1926, is silent on the point. By analogy to divorce law, the validity of the order depends upon whether the parents and the child were domiciled in New Zealand, and this seems doubtful on the facts stated. The result is that, although the order would be a good defence to a charge of abduction, or an application for custody, the child is still a stranger to its adopters in this country, and will not receive such benefits as reduced death duties. On the other hand, it may be argued that the order, although not made under an Imperial statute, was made under an Act of a self-governing dominion, and therefore has extra-territorial validity. The matter can best be tested by submitting the order to the Registrar-General for entry in the Adopted Children Register, under the Adoption of Children Act, 1926, s. 11. It may be argued in support that the definition of the court, under s. 8 (1), is wide enough to include the stipendiary magistrate within whose jurisdiction the applicant or the infant resided on the 3rd March, 1928. The application will also be assisted if the New Zealand order contains a direction to a registrar, similar to that in Form 4, set out in the Appendix to the County Court Rules, 1926, and also in the Schedule to the Summary Jurisdiction Rules (Adoption of Children), 1926.

Easement Running with Land—Succession of Benefit.

Q. 1977. A purchased a strip of land in 1925 subject to a right of way for the owners and occupiers of land then belonging to B. A encroached on the right of way, and in 1928 B licensed the encroachment subject to notice and payment of an acknowledgment if demanded, and to the clause "That the burden and benefit of this agreement is intended so far as may be to attach and run with the land of A and B respectively, and notice of this agreement shall be endorsed on the conveyance to A of his said land and on every future assurance thereof." No notice was endorsed on A's conveyance, but that does not seem material. This year B obtained a way to his land elsewhere, and so assigned the right of way over the strip to C, who does not own or occupy any land belonging to B at the date of the agreement. Is C bound, as B's successor to the right of way, by the agreement which licensed A's encroachment, as A's strip of land seems to be still subject to the burden of the agreement?

A. On the facts stated C is not "B's successor to the right of way." There is no such thing as an easement in gross and the only person who can have any right of way over the strip is an owner or occupier of part of the land to which the easement is appurtenant. If C bought or hired from B part of the land over which the right was exercisable he has a title to the right, but not otherwise. It does not appear that the agreement with B amounted to anything more than a sanction to obstruct the right during the pleasure of the dominant owner. Therefore if C has acquired part of the dominant tenement it would seem he can revoke the agreement.

Life Policy for Benefit of Wife—Estate Duty.

Q. 1978. In 1889 A took out a policy on his life with an insurance company for the benefit of his wife. The premiums ceased after twenty-one annual payments had been made. The policy provides that the sum assured shall be paid within one week after his death to the executors or administrators of A or to any person whom A after the death of his wife shall by deed or will appoint. This is followed later by a declaration that the sum assured shall be held in trust for the wife of A if she shall survive him absolutely, but if she shall die in his lifetime then for A his executors, administrators or assigns absolutely. Both A and his wife are still alive. In the event of A dying before his wife will the sum assured form part of his estate for the purpose of estate duty? If so, can this claim be defeated by A assigning the policy to his wife by deed of gift, the *ad valorem* duty on such deed being, it is suggested, the present surrender value of the policy?

A. We express the opinion that estate duty will be payable if A dies before his wife, and that the proposed voluntary assignment would not defeat the claim for duty. See F.A., 1894, s. 2 (1) (*c*), and s. 38 of the Customs and Inland Revenue Act, 1881, as amended by s. 11 of The Customs and Inland Revenue Act 1889. Note that it is immaterial for the purposes of a claim for duty whether the donee is a nominee or assignee.

European Lawyers Visit the American and Canadian Bar Associations

A LARGE party of English, Scottish, Irish and French lawyers sailed from Southampton on Tuesday last, the 5th inst., on board the C.P. s.s. "Duchess of Atholl," which is due to arrive at Quebec at 8 a.m. on Tuesday, the 12th August, in response to the invitation of the American and Canadian Bar Associations.

All the arrangements had been placed in the hands of Messrs. Thos. Cook & Sons, who, thanks to the co-operation of the American and Canadian Bar Associations, have made the whole of the necessary arrangements in advance.

The Canadian Bar Association was represented by Mr. E. K. WILLIAMS, K.C., and the American Bar Association by Mr. WALTER ECKERTS, both of whom accompanied the party on the trip to Canada. After spending a busy time in Canada they will leave Niagara Falls for the States on the 19th August.

A very generous programme has been arranged by both Bar Associations, which suggests that the distinguished representatives of the law forming the party will have a busy, interesting, and also a very pleasant time.

The first important gathering will be the Annual Meeting of the Canadian Bar Association at the Royal York Hotel, Toronto, on the 15th and 16th August, whilst various legal Bar Associations (i.e., of the various provinces) will entertain the party to luncheons, dinners, receptions, etc. In addition to this, garden parties are being given by Their Excellencies the Governor-General and Lady Willingdon, and the Lieutenant-Governors of Quebec and Ontario. Degrees will be conferred by certain of the Canadian Universities to some of the more prominent members of the delegation.

Leaving Canada, the party will arrive at Detroit on Wednesday, the 20th August, will spend four or five days at Chicago, and arrive at Washington on Tuesday, the 26th August. Here also a generous and detailed programme has been arranged, the principal meeting being held at Chicago. Before the meeting we understand every member of the party is being entertained privately to dinner by members of the Chicago Bar and other American hosts.

A heavy programme of events has also been arranged at New York, between the 1st and the 4th September, when many degrees will be conferred by the Columbia University.

The distinguished guests included the following: *Lords of Appeal and Judges of the High Court*—Viscount Dunedin, Lord Tomlin, Lord Macmillan, The Hon. Mr. Justice Talbot, The Hon. Mr. Justice Wright, The Hon. Mr. Justice Maugham and The Hon. Mr. Justice Macnaghten; *King's Counsel*—Sir William Jowitt, K.C., M.P. (Attorney-General), The Right Hon. Sir John Allesbrook Simon, G.C.S.I., K.C.V.O., O.B.E., K.C., M.P., Sir Boyd Merriman, K.C., M.P., Mr. Robert Mortimer Montgomery, K.C., Mr. William John Jeeves, C.B.E., K.C., Mr. John Edward Singleton, K.C., Mr. William Wilson Grantham, K.C., Sir John Seymour Lloyd, K.B.E., C.M.G., K.C., Mr. James Dale Cassels, K.C., Mr. Herbert du Parcq, K.C., Mr. Fergus Dunlop Morton, M.C., K.C., Mr. Lionel Leonard Cohen, K.C., with about fifty members of the Junior Bar. The solicitor branch of the profession was largely represented, and included The Right Hon. Sir William J. Bull, Bart., Master Pretor W. Chandler, Mr. E. R. Cook, C.B.E. (Secretary to The Law Society), Sir George Etherton, O.B.E., and Sir Roger Gregory (the President of The Law Society). The Hon. Mr. Justice Hanna represents the Irish Bench, and the Irish Bar is represented by Mr. M. Comyn, K.C. (Senator of the Irish Free State) and Mr. M. J. Ryan, Senior Counsel (Professor of Constitutional Law, University College, Dublin).

PHILIP WATHEN BUSH and GRAHAM SHURMUR BUSH, solicitors, 9, Bridge-street, Bristol (Bush & Bush), dissolved by mutual consent as from 30th March, 1930.

Legal Parables.

LIX.

The Bad Milkman, the Ingenuous Advocate and the Mathematical Magistrate.

THERE was once a bad milkman, who dwelt in a Block. In the court-yard of the Block was a water tap. From this came some of the bad milkman's milk.

In a high storey of the Block, quite near Heaven as befitted him, lived a policeman. He, one morning, lowering his gaze from sky to earth, beheld, with some amaze, the iron cow being milked direct into the churn. Descending hastily, he caught the bad milkman in the act of mixing good water with poor milk.

Thereafter the bad milkman was punished according to the law and his deserts.

But punishment brought not amendment. For one, Y, an inspector of food and drugs, bought of B.M. a sample in the street, which sample, being analysed, revealed added water in vast quantities. Once more B.M. faced the seat of justice. Nevertheless was he shielded by the presumption of innocence, which sat a little ill on his rascal face, but hid for the moment his past misdeeds. He had counsel learned in the law to defend him, but counsel had not been learned in the law for very long. To C.L.L. B.M. proffered an ingeniously constructed defence, which C.L.L., with the change of one letter in the adverb, accepted and eloquently put forward.

On the bench was a truly learned Magistrate with a Mathematical turn of mind. He had indeed been a Wrangler.

To M.M. was presented by C.L.L. the defence that B.M., with an almost morbid love of cleanliness (here the court looked askance at the face and hands of B.M.), always rinsed out his churn immediately before putting therein his new milk. The so-called added water was merely the film adherent to the inner surface of the churn.

M.M. listened courteously to C.L.L. and, when he had concluded, asked for the churn to be produced. It was not in court, but the Block being near at hand, the case was put back for the churn to be fetched.

Meanwhile the work of the court proceeded. M.M., who was indeed of strong mind and subtle wit, demonstrated his quality by understanding the forms, of whimsical and perverse construction, prepared by the State for the use of the unemployed. And this he did in spite of the explanations furnished by the official witnesses.

Thereafter came a case of over-loading a ship, and M.M. showed how very M. he was by exhibiting familiarity with metacentric heights and righting levers. An engineer witness, who inadvertently took the oath on "Molesworth's Pocket Book," instead of upon the Gospels, was to the M.M. as a friend and a brother.

About this time a chilly little cloud settled on the soul of C.L.L. Whence it came and what it might portend he felt not, but his feet grew cold, and he was inwardly troubled. Nor failed the churn to bring with it trouble.

M.M. took from his pocket a neat steel tape which unwound lengthily from what looked like a watch-case, and revealed markings in inches on one side and centimetres on the other, bearing also the honoured name of one Chesterman of Sheffield. This tool of justice, though on the face of things quite incompatible with the traditional state of her eyesight, was used to measure the diameter of the base of the churn and of the top thereof, and the length of the sides thereof. These M.M. wrote on the virgin surface of his blotting pad, setting down also various cunning formulæ out of his own head. After certain calculations he announced to C.L.L. that the film of water must have consisted of so many pints (quite a large number of pints) and must have been of such and such dimensions, and what about the law of gravity, and what

about this and that and the other physical property, of which, C.L.L., having been to a famous public school where mathematics were not thought much of and arithmetic was held to be for Board Schools only, was profoundly ignorant.

M.M. then offered to C.L.L. his blotting pad, and his cunning little tape, and calling up the engineer, who had been a pleased spectator of the whole, asked whether he would be good enough to lend to C.L.L. his "Molesworth," that C.L.L. might check the formula for the contents of a frustum of a cone and the ratio between a pint of water and a cubic inch thereof.

But C.L.L., refusing to be cowed (the one truly fine thing he had learned at his school), said gravely that he, of course, accepted the learned magistrate's figures, and admitted that his defence would not hold water (an apt phrase he could not resist), and said he must rely on his client's good character for mitigation of punishment.

B.M.'s good character being then proved, he was punished as for a third offence, and all left the court more or less contented.

The moral is, "Look before you leap," or, if preferred, "The unexpected always happens," or again, as Eeyore said to Piglet: "They're funny things, accidents. You never have them till you're having them."

Correspondence.

The Law Society's Bill.

Sir,—Upon seeing Mr. George B. Crook's letter in your issue of last week I wrote Mr. E. R. Cook to know if any alteration had been made in the wording of clause 1 (1) of this bill, since it was sent out broadcast to the members of the society, and calling his attention to the fact that his letter to Mr. Crook, stating this bill would not affect solicitors who do not practise, was at variance with a letter previously written to me. In reply I merely received a copy of the bill as introduced into the House of Commons, from which it is apparent no alteration has been made in the sub-section mentioned above; comment on the discrepancy between the two letters is not forthcoming. Under the circumstances, I have to-day addressed another letter to Mr. Cook, and enclose a copy which I hope you will find room for in your next issue, or possibly refer to in an article.

Isle of Wight. OBSERVER.
30th July.

"Denmead,"
Steyne Road,
Bembridge,
Isle of Wight.
30th July, 1930.

To The Secretary,
The Law Society,
Law Society's Hall,
Chancery Lane, W.C.2.

Dear Sir,

Solicitors Bill, 1930.

I beg to thank you for your letter of yesterday, enclosing a copy of this Bill as introduced into the House of Commons, but otherwise not replying to my letter of the 26th inst., I observe that section 1 (1) of the Bill, as introduced into the House, is exactly in the same wording as the corresponding sub-section in the draft Bill sent out to the Members of the Society prior to the Meeting held on the 4th inst. You will recollect that on the 19th ulto. I wrote you that in my opinion the Bill covered solicitors who have ceased to practise as well as those who practise, and suggested that both sub-sections (1) and (4) should be amended. Your reply of the following day made it quite clear you agreed with my interpretation of the Bill, and stated that the points raised had been discussed with Counsel, who was of opinion that the Bill as it stood would work in practice. Subsequently, you appear to have written Mr. George B. Crook of Bexhill that "the Society's Bill is intended to operate on those who are admitted as solicitors in future, and those who take out practising certificates. As drawn, it will not affect those who do not practise." You appear to have changed your opinion as to the effect of the Bill, but not the form of the Bill, and the question therefore is, what is the actual meaning of section 1 (1) as it stands? When a solicitor has once been entered on the Roll, he stops there, unless he is struck off at the instance of your Society, or at his own request, and it is idle for anyone to argue that a solicitor who has ceased to practise does not come within the phrase "Every person who is now . . . on the Roll of Solicitors." There is no doubt your Society's Bill covers both practising and non-practising Solicitors.

Assuming your letter to Mr. Crook represents your Society's amended view of the effect of section 1 (1), there can be no objection to the sub-section being amended so as to carry out this view, and make it clear beyond all doubt. Is your Society prepared to do this? If not, I and others who are interested, will be compelled to oppose the Bill.

I cannot help thinking, judging from the correspondence, that non-practising solicitors are not being treated with the fairness they have a right to expect.

The Solicitors Bill or Bills.

Sir,—Two or three weeks ago you were kind enough to publish a letter on the above subject from my pen. My apology for this repetition of the offence is only half-hearted, because it seems to me that the more the "prophets cry in the wilderness" the less is the chance of their crying in vain.

The great majority of solicitors already, of their own initiative, have their accounts regularly audited—if a solicitor intends to be dishonest, then while the auditors and the bankers are "fiddling" over their certificates, the delinquent will be "off to Rome" or some other salubrious locality where he can take advantage of his "geographical position."

Does not the real remedy rest with the public itself? People (very often trustees) who would "go to the stake" rather than call in the aid of a doctor, a clergyman or a schoolmaster who had not previously been satisfactorily "vetted," will *cheerfully* entrust thousands of pounds to solicitors, of whom they know nothing and care less!

The House of Commons might, with advantage, devote its energies to its proper function (which is to *govern*) and refrain from wasting time over measures which are either superfluous or futile.

Perhaps, this may be considered by some, a militant letter, but one must defend by "tooth and nail" the honour of what is on the vast whole an honourable profession.

Ongar Hill Cottage, ERNEST B. HAWKSLEY.
Addlestone, Surrey.
5th August.

HOME SECRETARY AND BORSTAL INSTITUTIONS.

Mr. J. R. Clynes, the Home Secretary who laid a foundation stone of a new Borstal Institution at Lowdham, Nottinghamshire, on Saturday, 26th July, said that in these more enlightened and humane days we aimed at reformation, and Borstal institutions were, in the best sense of the word, reformatories and not prisons. One of the most welcome features of the administration of the law in this country was the growing practice of sentencing young offenders to treatment and not imprisonment. Each year nearly 2,000 young offenders were sent to prison and 40 per cent. of them had not been previously convicted. The number of lads sent to prison was decreasing, and the number sent for periods of Borstal training was steadily increasing. The staff chosen for Borstal institutions were idealists and enthusiasts. The prison warder of the old days was probably chosen because of his capacity for brutality, repression, and the infliction of punishment. We now looked to men of brains, skill and refinement of character to bring out the best in the lads under their care—men with shrewd common sense, wide sympathies, and cheerfulness and humour to lighten their task.

Notes of Cases.

House of Lords.

Swadling *v.* **Cooper.**

28th July.

NEGLIGENCE—CONTRIBUTORY NEGLIGENCE—RUNNING-DOWN CASES—DIRECTION TO JURY.

This appeal raised an important question as to the proper direction to be given to a jury in running-down cases where the defence of contributory negligence was relied on. The negligence alleged was: Driving at an excessive speed, failure to give proper warning, failure to slow down on approaching a cross-road, failure to keep car under proper control or to apply brakes so as to avoid a collision. The defendant denied negligence and alternatively alleged that the plaintiff contributed to the accident by his own negligence. The jury gave a verdict for the defendant. The Court of Appeal ordered a new trial on the ground that the judge ought to have directed the jury in the following terms: "If you think the plaintiff was negligent but that the defendant, after the plaintiff was negligent, by taking reasonable care could have avoided him, such negligence of the plaintiff is not as a matter of law negligence which contributes to the accident so as to prevent the plaintiff from recovering." The Court of Appeal held that the omission to give such a direction might have misled the jury, and therefore that the verdict could not stand. It was from that decision that the present appeal was brought.

Lord HAILSHAM said the question here was whether, having regard to the facts of the case, the law was sufficiently stated to the jury. Mr. Doughty, in a very able argument, admitted that the utmost limit of time between the moment when the defendant could have become aware of the deceased's approach and the moment of the impact was not more than one second. It was common ground that the defendant applied his brakes at once, and the only suggestion made against him was that he ought also to have swerved into the middle of the road, a suggestion which they were told was argued before the jury, although it did not appear to have been pleaded in the statement of claim. On those facts was there any room for the application of the doctrine which was illustrated in *Davies* v. *Mann*, 10 M. & W. 546? The crucial question was that stated by the judge: "Whose negligence was it that substantially caused the injury?" That question the jury answered in favour of the defendant. On the facts it seemed clear that from the moment when the parties became aware of their respective positions there could have been no time for the defendant to do anything to avoid the impact, and therefore that the negligence of each party contributed to the collision. In those circumstances it appeared that the judge did sufficiently explain to the jury what was the law applicable to the facts, and it followed that the appeal must be allowed and the judgment of the trial judge restored.

Lords DUNEDIN, BUCKMASTER, WARRINGTON OF CLYFFE and THANKERTON concurred.

COUNSEL: *Croom Johnson*, K.C., *J. Flowers*, *M. Berryman* and *D'Arcy Edmondson*; *Doughty*, K.C., and *Aitken Watson*.

SOLICITORS: *Berrymans*; *Wm. Easton & Sons*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Civilian War Claimants Association, Limited *v.* **The King.**

Roche, J. 22nd July.

PETITION OF RIGHT—CIVILIAN WAR SUFFERERS' CLAIMS—MONEY RECEIVED FROM LATE ENEMY STATE—DEMURRER—NO CLAIM IN LAW.

By a petition of right the suppliant company, the Civilian War Claimants Association, Limited, which was formed to obtain for civilian sufferers compensation for loss or damage to person or property suffered during the European war, prayed His Majesty to direct the payment to them of the amount due to each of the persons who had suffered loss. They alleged that Ministers of the Crown had, from time to time, led claimants to believe that money obtained from Germany or elsewhere would be used to compensate them. The Attorney-General pleaded by a demurrer that the petition was bad in substance and in law, and that it disclosed no cause of action.

ROCHE, J., said that he had to consider whether the suppliant company was entitled to payment of its claims in full, or whether it was entitled to share *pro rata* in reparations paid or payable by Germany. The Crown said that neither of those claims could stand, the case being covered by *Rustomjee* v. *The Queen*, 1 Q.B.D. 487; 2 Q.B.D. 69. He (his Lordship) was bound by that case, and he based his decision on the ground, which was the second ground for the decision in *Rustomjee* v. *The Queen*, that the Crown was neither an agent nor a trustee for the suppliant company. He was satisfied that the petition disclosed no claim in law against the Crown. Judgment for the Crown on the demurrer, with costs. Leave to appeal was given.

COUNSEL: *The Attorney-General* (*Sir William Jowitt*, K.C.) and *Colin Pearson* for the Crown; *Raeburn*, K.C., *B. B. Stenham* and *Herbert Shanly* for the suppliants.

SOLICITORS: *The Treasury Solicitor*; *Russell & Arnholz*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Shearn *v.* **Shearn.** Hill, J. 14th July.

DIVORCE—MAINTENANCE—LIBERTY TO APPLY AS TO SECURITY *in futuro*—REGISTRAR'S ORDER *ultra vires*—JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49, s. 190.

These cross appeals from the registrar's order on a petition for permanent maintenance raised the question, *inter alia*, as to whether the registrar's order reserving to the petitioner liberty to apply as to security in the future was *ultra vires*.

HILL, J., in delivering a considered judgment, said that he acceded to the proposition that it was not within the power of the court to embody in an order for maintenance liberty to apply as to security. The power of the court must be exercised "on" the decree for divorce, although the authorities showed that some latitude was allowed as to when applications for maintenance could be made. But an application having been made, the court must deal with it, and could not reserve to itself power to deal with it thereafter. The law of maintenance was in an odd state. On a wife's application for maintenance the Court might order the husband to secure to the wife a gross sum or an assured sum for any term not exceeding her life; and in addition to, or instead of, an order to secure, the court might order the husband to pay to the wife during joint lives a monthly or weekly sum and might from time to time modify that order to pay. But the court had no power to modify an order to secure, nor, by modifying an order to pay, to turn it into an order to secure. In the present case the registrar had tried to preserve to the court the power thereafter to turn the order to pay into an order to secure, but it could not be done. As to security, "liberty to apply" was *ultra vires*, as to periodic payments it was unnecessary.

COUNSEL: *T. Bucknill*, for the petitioner; *Noel Middleton* for the respondent.

SOLICITORS: *Lewis & Lewis*; *Simmons & Simmons*.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Mr. Archibald Patrick Moir, M.B.E., D.L., of Mars Hill, Alloa, Solicitor, of Messrs. J. W. and A. P. Moir, left personal estate of the gross value of £20,251.

Parliamentary News.

House of Commons.

Questions to Ministers

ROAD EXPENDITURE.

Dr. MORRIS-JONES (*for* Mr. LLEWELLYN-JONES) asked the Minister of Transport whether he will state, in reference to the sum of £4,000,000 approved for expenditure on unclassified roads, what proportion of this amount represents grants already made to local authorities; and what is the total expenditure contemplated within the present financial year in respect of contracts actually let or work commenced by local authorities.

Mr. LAWSON: Since the 1st June, 1929, the Unemployment Grants Committee have approved for grant schemes in respect of unclassified roads estimated to cost approximately £4,747,000 which are being undertaken by local authorities for the relief of unemployment. It is estimated that of this sum about £3,500,000 represents the expenditure which will be incurred in the present financial year in respect of work which has been already commenced or is due to commence during the year.

PATENT LAW.

Mr. DAY asked the President of the Board of Trade whether he proposes at an early date introducing legislation amending the law relating to patents.

THE PRESIDENT OF THE BOARD OF TRADE (Mr. William Graham): It is impossible to consider any amending legislation until the Committee dealing with this subject has reported.

TELEGRAPH AND TELEPHONE WIRES AND POLES.

Dr. MORRIS-JONES (*for* Mr. LLEWELLYN-JONES) asked the Postmaster-General whether his attention has been called to the inconvenience and danger to the public owing to the erection of telegraph and telephone poles at the side of narrow roads; and whether he will consider the desirability of taking steps to ensure that all telegraph and telephone wires shall be laid underground or that the poles should be fixed on the land adjoining the road.

Mr. LEES-SMITH: Representations have been made from time to time regarding danger from telegraph poles on public roads. Special care is taken when poles are erected to select positions involving no danger to the public; and when this condition cannot be met steps are taken with a view to securing sites on adjoining land. Sometimes poles become dangerous as a result of the cutting back of the grass verge in which they stand, and it is the practice in such cases to set the poles back. A larger proportion of the telegraph and telephone wires are already placed underground in this country than in any other, but financial considerations render it impracticable to dispense with all overhead plant, and I cannot forgo the right to place poles in roads where suitable sites can be found.

NATIONAL DEBT (CONVERSION LOAN).

Mr. RAMSBOTHAM asked the Chancellor of the Exchequer if he can now make any statement with respect to the flotation of a Conversion Loan.

Mr. P. SNOWDEN: No, sir.

HYDE PARK (PROSECUTIONS).

Mr. DAY asked the Secretary of State for the Home Department the number of prosecutions that have taken place during the three months ended to the last convenient date with reference to incidents that have occurred in Hyde Park; and how many of these prosecutions have been successful.

The SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. CLYNES): During the three months ended 31st May, 1930, there were 468 prosecutions relating to incidents in Hyde Park. In 398 cases there were convictions; in six the charge was proved but dismissed; in 11 the charge was withdrawn or dismissed; in five there were no appearances; and 48 are not yet heard. The cases were of every kind, from manslaughter to begging.

ELECTORAL LAW (CONFERENCE).

Sir SAMUEL HOARE (*by Private Notice*) asked the Prime Minister whether he has received the report of Lord Ullswater's Electoral Reform Conference, and, if so, whether the report will now be published as a White Paper.

The PRIME MINISTER: The answer to both parts of the question is in the affirmative.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Mr. JAMES SCOTT, Solicitor in the Supreme Courts of Scotland, a member of the firm of Robert Stewart & Scott, S.S.C. and N.P., of 1, Rutland-square, Edinburgh, being continuously in London for the performance of his duties as Member of Parliament, has arranged for accommodation at the offices of his London correspondents, Messrs. Tredgolds, 71, Lincoln's Inn-fields, W.C.2, where he will be happy to advise on matters of Scottish law and procedure.

Messrs. TEMPLETON & HOLLOWAY have removed from 9, King's Bench Walk, Temple, to 9, Stone Buildings, Lincoln's Inn, W.C.2. Telephone: Holborn 8141.

Professional Partnerships Dissolved.

ROBERT EGERTON RIVERS and DAVID BARRETT MILNE solicitors, 30, Theobalds-road, Gray's Inn, London, W.C.1 (Rivers & Milne), dissolved by mutual consent as from December, 1929. The business will in future be carried on by D. B. Milne.

RODERICK HAMILTON PURVES, FRANK LINDSAY SUTTON, RICHARD HYNMAN ANDREW and GEOFFREY CURREY GIBSON, solicitors and conveyancers, 8 and 9, Great James-street, Bedford-row, London (Andrew, Wood, Purves and Sutton), dissolved by mutual consent as from 30th June, 1930.

GILBERT TREVOR WELLINGTON, ERNEST HUBERT CLIFFORD and JOHN ESAM MATTHEWS, solicitors, Gloucester (Wellington, Clifford and Matthews), dissolved by mutual consent so far as regards J. E. Matthews, who retires from the firm. Dated 30th June, 1930.

ARTHUR WAINWRIGHT and ALEXANDER BROWNE, solicitors, Waby's Chambers, Cleethorpe-road, Grimsby, in the County of Lincoln (Wainwright, Woolfe and Browne), dissolved as from 30th April, 1930.

"SENTENCES SHOULD BEAR SOME RELATION TO THE CRIME."

The Court of Criminal Appeal, composed of the Lord Chief Justice and Justices Avory and Talbot, on Monday, 28th July, reduced a sentence of five years' penal servitude passed on George Edwards at Cambridge Sessions for larceny to one of three years' penal servitude.

Lord Hewart said that having regard to the nature of the offence and the history of Edwards, the court thought that the sentence might properly be reduced.

In another case a term of three years' penal servitude for the theft of a pair of boots and the attempted theft of a suit of clothes was reduced to twelve months' hard labour. His lordship said that the view had been expressed again and again in that court that the sentences passed should bear some relation to the intrinsic gravity of the crime, notwithstanding that the convicted person had previously committed other and more serious crimes.

MR. JUSTICE SWIFT ON SUPPRESSING NAMES.

"There is nothing disgraceful in coming to a court of law that I know of—I have been doing it for thirty-five years," observed Mr. Justice Swift in the King's Bench Division recently, when declining to accept a suggestion that certain names in a case should be mentioned by initials only.

"There is only one class of case that I know of in which names ought to be suppressed," said his lordship. "As a matter of course, in blackmail prosecutions the names of the prosecutors ought to be suppressed, the object being that prosecutors should be encouraged to come forward, and not be deterred."

He could see no reason why, in a purely commercial case like the present, names should not be given freely.

THE INLAND REVENUE AND COSTS.

"The Inland Revenue must interfere with other people at their peril as to costs, like anyone else," said Mr. Justice Rowlatt on Monday, 28th July, when counsel for the taxpayer applied for costs in a case in which the Commissioners of Inland Revenue had at length admitted that estate duty was not payable on an Irish insurance policy. Counsel for the Commissioners submitted that, as the fact that the policy was an Irish one was only finally established after the case had come before his Lordship on a previous occasion, there should be no order for costs. "In my submission," he said, "an ordinary plaintiff who won on an entirely new case set up for

the first time at the trial would not get costs." "You are not talking about real things at all," replied his Lordship; "you had a collateral hold over this man because he required probate for another purpose, so you dip your hand in his pocket, and when he tries to get it out again you say that he started it and call him a plaintiff." His Lordship made the order asked for, that the Commissioners should pay the costs.

MODES FOR THE LAW COURTS.

Judges in the Law Courts differ on the question whether ladies should be hatless when appearing before them.

A young woman who appeared hatless before Mr. Justice Roche on Friday, 18th July, and handed up a document for examination, was told by his lordship that when she came into court another time she was to come with a hat on her head.

The request was sent to her by the judge through an usher of the court, and the young woman afterwards blushingly seized a close-fitting felt hat lying on a seat behind her and placed it on her head.

In the Divorce Court a short time afterwards a woman giving evidence in the witness-box asked Mr. Justice Bateson if she might remove her hat, as she thought she would be better able to hear the questions that were put to her.

"Certainly," said his lordship. "I wish all ladies would take off their hats when giving evidence."

PROCLAIMING A FAIR.

The ancient custom of reading a proclamation—ordering the people to keep the peace and to refrain from riot, violence, and the shedding of blood—was observed during Alnwick (Northumberland) July Fair on Monday, 28th July.

The proclamation used to be made annually, but it is now carried out only once in ten years. It was read at St. Michael's Pant and Clayport by the bailiff to the Duke of Northumberland, Lord of the Manor.

There was a procession from Alnwick Castle, the bailiff being flanked by two of the tenantry carrying an halberdier erect, and followed by about forty tenants, all mounted.

The Duke's piper, mounted and clad in plaid and glengarry, with the music badge of the House of Percy, preceded the procession, playing old Northumberland airs.

The procession returned to the Castle, where the horsemen were served with refreshments. Mr. A. Beresford Peirce, the bailiff, presided.

THE RAILWAY ASSESSMENT AUTHORITY.

RAILWAYS (VALUATION FOR RATING) ACT, 1930.

The first meeting of the Railway Assessment Authority, whose constitution under the Railways (Valuation for Rating) Act, 1930, was recently announced, was held on Monday, the 28th July, in the offices of the Board of Trade. The chairman of the Authority, Mr. Joshua Scholefield, K.C., presided, and all the nine members were present.

Sir James Curtis, K.B.E., J.P., was appointed the representative of the Authority on the joint authority set up under the Act to deal with the division of the receipts of the two Anglo-Scottish Railways.

Mr. A. E. Joll, secretary of the Central Valuation Committee, was appointed Clerk of the Railway Assessment Authority, and all communications should, until further notice, be addressed to him at the office of the Central Valuation Committee, New Public Offices, Parliament-street, Westminster, S.W.1.

REGISTRATION OF ACCOUNTANTS.

The evidence taken by the Departmental Committee on the Registration of Accountants at their meetings on the 29th and 30th May has been published as under, and copies may be obtained from H.M. Stationery Office, or through any bookseller.

Sixth Day: 29th May: Price 3s.

Evidence by the National Chamber of Trade; the Joint Committee of Legal Societies in Scotland; the Incorporated Society of Auctioneers and Landed Property Agents; the Incorporated Secretaries' Association, Limited; the Joint Parliamentary Committee of the Co-operative Congress; the Board of Inland Revenue; and Mr. C. R. Morton, Accountant and Auditor.

Seventh Day: 30th May: Price 1s. 6d.

Evidence by the Chief Registrar of Friendly Societies and Industrial Assurance Commissioner; Mr. Frank W. Smith and Mr. Wilfred Wood, Accountants and Auditors; and Mr. C. G. C. Kilner, Accountant and Income Tax Expert.

The Seventh Day's Evidence also includes Memoranda by the British Bankers' Association; the Committee of the Stock Exchange; the Committee of Lloyd's; Mr. John Stevens, Accountant and Auditor; and Mr. Eustace J. Eastman, Public Accountant and Income Tax Specialist.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 14th August, 1930.

	Middle Price 6th Aug. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88⅛	4 10 5	—
Consols 2½%	55⅞	4 9 8	—
War Loan 5% 1929-47	103⅜	4 16 5	—
War Loan 4½% 1925-45	99½	4 10 6	4 11 9
War Loan 4% (Tax free) 1929-42	102⅛	3 18 1	3 15 0
Funding 4% Loan 1960-90	91	4 7 11	4 8 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96	4 3 4	4 4 6
Conversion 5% Loan 1944-64	104⅜	4 15 6	4 14 3
Conversion 4½% Loan 1940-44	99½	4 10 8	4 11 6
Conversion 3½% Loan 1961	79½	4 8 1	—
Local Loans 3% Stock 1912 or after	65	4 12 4	—
Bank Stock	256½	4 13 7	—
India 4½% 1950-55	86	5 4 8	5 11 8
India 3½%	63	5 11 1	—
India 3%	54	5 11 1	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	96	4 3 4	4 14 6
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75	89½	5 11 9	5 12 6
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	96	4 3 4	4 14 9
New South Wales 4½% 1935-45	81½	5 10 5	6 8 6
New South Wales 5% 1945-65	87⅛	5 14 3	5 17 0
New Zealand 4½% 1945	93xd	4 14 9	4 19 3
New Zealand 5% 1946	102	4 18 0	4 17 6
Nigeria 5% 1950-60	102	4 18 0	4 17 6
Queensland 5% 1940-60	86½	5 15 7	5 19 0
South Africa 5% 1945-75	101	4 19 0	4 19 0
South Australia 5% 1945-75	87⅛	5 14 3	5 15 6
Tasmania 5% 1945-75	86½	5 15 7	5 17 0
Victoria 5% 1945-75	87⅛	5 14 3	5 15 6
West Australia 5% 1945-75	86½	5 15 7	5 17 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56	103	4 17 1	4 16 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	72	4 3 4	4 15 0
Hastings 5% 1947-67 (First full half year's Dividend in October. 1930.)	103	4 17 1	4 15 9
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	52xd	4 16 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	63xd	4 15 3	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	66	4 10 11	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 6 6
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 18 9	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	95	5 5 3	—
L. & N.E. Rly. 4% Debenture	74½	5 7 5	—
L. & N.E. Rly. 4% 1st Guaranteed	71	5 12 8	—
L. & N.E. Rly. 4% 1st Preference	58½	6 16 9	—
L. Mid. & Scot. Rly. 4% Debenture	79	5 1 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	75	5 6 8	—
L. Mid. & Scot. Rly. 4% Preference	64½	6 4 0	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	90	5 11 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

ENGLISH GRAIN TRADE. — Appointment desired by ex-officer, many years' experience management Eastern Counties agricultural merchants' business, excellent judge malting barley; widely known on country markets and to brewers and maltsters. Good organiser 12151

EX-OFFICER, Capt. M.C., Mech. Alluv. Mining Engineers, unable to carry on professional or manual labour through heart trouble, desires post in drawing office; five-six years' experience D.O. control, routine, charts, statistics, map and survey. Neat, accurate and rapid tracer; preferably with alluvial mining company, or estate work. 12165

EX-INFANTRY Officer, from Argentine would act as guide, interpreter, courier to South American visitors, and others. Good linguist. 10918

EX-OFFICER, age 35 years, practical painter and decorator, would like to represent reputable firm of paint manufacturers on salary and commission basis, 12129

RETIRED Regular Army, D.S.O., and Bar, educated Repton, age 48, fit and active, seeks employment position of trust. Large experience horses, polo ponies and hunters. Good veterinary knowledge. Successful motor car salesman; knowledge of farming. Good appearance. Would represent firm at home or abroad. 12168

SOLICITOR, admitted 1919, ex-officer, married, chiefly experienced in property, desires any suitable position (outdoor). 9165

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"We may add that as a result of the advertisement we received a letter before 12 o'clock on Saturday giving us information which will probably be extremely helpful to our client."

Yours, R. & Co.

Gray's Inn, W.C.1.
21st May, 1930.

SARAH IDE, deceased, late of 14, Harefield Road, Crouch End.—Will anyone possessing a Will or Draft Will made by the above-named in May, 1926, or having any knowledge of the existence of such, communicate with Box 496, Solicitors' Journal, 29, Breams-buildings, E.C.4.

HARDWICK, STANLEY.—If Mr. Stanley Hardwick, son of the late Digby Hardwick, will COMMUNICATE with Warren, Upton and Garside, Market Drayton, Shropshire, he will hear of something to his advantage. Malsy papers, please copy.

DR. HOWARD TREVELYAN GEORGE, deceased, late of 33, Ampthill-Square, N.W.1, and 2, St. Andrew's-place, Cardiff. Anyone who prepared or witnessed or has any knowledge of a Will of the above-named deceased, dated subsequently to 29th December, 1924, is asked to communicate immediately with Messrs. W. G. Howell & Co., 19, St. Andrew's-crescent, Cardiff.

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